

# **MEMORANDUM OF UNDERSTANDING**

**between**

**CITY OF SPARKS, NEVADA**

**and**

**NEVADA STATE HISTORIC PRESERVATION OFFICE**

**WHEREAS**, this Memorandum of Understanding (MOU) is entered between the City of Sparks, Nevada (City) and the Nevada State Historic Preservation Office (Nevada SHPO) to set forth procedures for administration of grants from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) program, the HOME program and the Housing and Economic Recovery Act of 2008; and

**WHEREAS**, the Department of Housing and Urban Development (HUD) require grantees to consult with State Historic Preservation Offices in accordance with 24 CFR Part 58 and Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108) where review responsibilities have been delegated to the City; and

**WHEREAS**, the City has determined there may be projects which are administered and funded under these programs may have an effect on properties included in, or eligible for inclusion in, the National Register of Historic Places (Historic Properties; and NRHP) and the City has, in making this determination, consulted with the Nevada SHPO pursuant to 36 CFR 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 300101 et seq.),

**NOW THEREFORE**, the City and the State Historic Preservation Office (SHPO) agree that the Program shall be administered in accordance with the following stipulations to satisfy the City's Section 106 responsibilities for all individual undertakings of the Program within the jurisdiction of the City.

## **STIPULATIONS**

The City will ensure that the following measures are carried out.

### **I. Area of Potential Effect**

For purposes of this MOU, the Area of Potential Effect (APE) will be limited to the subject parcel and adjacent parcels (include surrounding parcels such as those across the street) in instances where the project work affects the exterior of the property.

### **II. Identifying Historic Properties**

- A. The City Community Services Department will determine the age of all properties in the APE by consulting appropriate public documents, such as documents indicating purchases

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and sales of property on file with the Washoe County Assessor's Office, Washoe County, Nevada.

- B. If public records indicate that the properties in the APE are less than fifty (50) years of age and if the property does not appear to be of extraordinary historic or architectural importance, no further consultation with the SHPO is required and the project may proceed, as determined by the City. The City representative will retain copies of all determinations made under this stipulation for public inspection consistent with public records requirements.
- C. If public records indicate that a property is fifty (50) years of age or older (hereinafter identified as an "historic resource"), it must be evaluated for potential historic or architectural importance unless the property is exempt from further consultation with the SHPO as specified in Stipulation III, Exempt Activities.
- D. If the project affecting a property fifty (50) years old or older is not exempt from further consultation with the SHPO, the following documentation shall be submitted to the SHPO for review.
  - 1. Age of the property, as indicated on Washoe County assessor records.
  - 2. Color or digital photograph(s) of the property, showing all four elevations or as many sides as possible to accurately represent the historic property and structure/s and surrounding neighborhood, labeled appropriately.
  - 3. Map illustrating the APE and indicating the location of all historic properties in the APE.
  - 4. Brief description of the property, to include address and APN.
  - 5. Description of rehabilitation work to be completed on the property.
- E. In accordance with "Guidelines for Section 106 Submissions to the Nevada State Historic Preservation Office", the SHPO shall have thirty (30) days upon receipt of documentation by the City to offer comments. Failure of the SHPO to respond within this time period shall not preclude the City from proceeding with a project.
- F. If the City, in consultation with the SHPO, determines that the historic properties are not eligible for inclusion in the NRHP, the City representative will document such determination in the file and the project may proceed.
- G. If SHPO and the City disagree regarding the potential eligibility of the property, the City will employ a professional architectural historian to inventory the property and recommend NRHP eligibility to the City and SHPO.
- H. Following the inventory, should the City and the SHPO fail to agree on the eligibility of the historic property to the NRHP, the City shall send appropriate documentation to the Keeper of the NRHP for an official determination. Failure of the Keeper to respond to the City of Sparks within forty-five (45) days of submission of documentation to the Keeper of the

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NRHP shall not preclude the City of Sparks from proceeding with a project.

- I. If a historic property is determined eligible for inclusion in the NRHP, either through consensus between the City and the SHPO, or through a formal determination from the Keeper, and the project does not qualify as an exempt activity as defined in Stipulation III, the City shall consult with the SHPO as required per 36 CFR 800.4(d).

**III. Exempt Activities**

The following rehabilitation activities, whether undertaken separately or cumulatively, do not require further consultation with SHPO:

- A. Projects limited to the modification of interior spaces within single-family residential structures where such work will not be visible from the exterior of the structure.
- B. Electrical work.
- C. Plumbing work.
- D. Installing of mechanical equipment that does not affect the exterior of the building.
- E. Drywall repair and replacement.
- F. Caulking and weather-stripping with compatibly colored materials.
- G. Interior work to accommodate handicap accessibility. Exterior work to accommodate handicap accessibility is subject to consultation with the SHPO.
- H. Installation of fire and smoke detectors.
- I. Floor refinishing, repair and replacement.
- J. Replaced or added insulation.
- K. Repair or replacement of bathroom and kitchen fixtures.
- L. Replacement of window-panes in kind or with double or triple glazing as long as glazing is clear and not colored, and replacement does not alter existing window material and form; however, work involving windows with original leaded or stained glass will be submitted for review. Replacement of window sash will be submitted for review.
- M. In-kind replacement of roofing materials, and roof structure and sheathing repair that does not alter the existing roof form.

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- N. Interior lead-based paint abatement and/or hazardous material reduction. However, prior to the undertaking of any exterior lead base paint abatement and/or hazardous material reduction activity (i.e. exterior siding, windows, roof work, etc.) that may potentially affect the integrity of an historic property; the City shall consult with the SHPO.
- O. Homebuyer assistance.
- P. Lease-to-own programs.
- Q. Affordable rental housing that does not require new construction.
- R. Professional services and administrative costs of any of these programs.
- S. Replacement of doors, door frames, door knobs, including hinges, door header, casing, sill, jamb, stop, door knockers and other trim when the replacement is done in-kind to match the original form and detailing (e.g. dimensions, number of panels, glass panes etc.) as closely as possible while meeting safety and security standards.
- T. Replacement of outdoor water spigots and shut-off valves when the replacement is done in-kind to match as close as possible the original material and form as closely as possible.
- U. Replacement or repair of defective flashing at chimney and vents when the replacement is done in-kind to match the original material and form as closely as possible.
- V. Replacement or repair of existing security bars for windows when the replacement or repair is done in-kind to match the original material and form as closely as possible.
- W. Installation of security devices, including dead bolts, door locks, window latches, and door peepholes, and the installation of electronic security systems.
- X. Repair and replacement of shutters when the replacement is done in-kind to match the original form and detailing as closely as possible while meeting safety and security standards.
- Y. Emergency repairs in accordance with HUD's course of action to preserve the health and safety of its occupants; to include but not be limited to the following measures:
  - 1. Repair and/or replacement of inadequate heating and cooling;
  - 2. Repair and/or replacement of inadequate plumbing;
  - 3. Retrofitting of interior spaces to accommodate the disabled;
  - 4. Repair or replacement of roofing (if materials are replaced in kind);
  - 5. Replacement and/or installation of insulation materials;
  - 6. Repair of electrical hazards; and,
  - 7. Any necessary repairs to preserve the health and safety of occupants (provided materials are replaced in kind).

If the City determines an emergency repair exists under HUD's definition of "actions taken to preserve the health and safety of its occupants", that is not covered by Stipulation II.R the City shall expediently provide information to the SHPO (i.e. via fax, e-mail or other expedient method). SHPO shall provide comments within two (2) working days of receipt of the City's information. The City will take into account SHPO's comments in allocating funds to remediate the condition.

#### **IV. SHPO REVIEW TIME**

In accordance with existing regulations (36 CFR 800.3(c)(4)), the SHPO will have thirty (30) days upon receipt of documentation from the City for their review and comment. The failure of the SHPO to respond within this time period shall not preclude the City from proceeding with a project.

#### **V. RESOLUTION OF DISAGREEMENT**

- A. Should any party disagree about the implementation of this agreement for a specific project the parties will meet to resolve the dispute. If the parties cannot resolve the dispute, the City will forward all documentation to the Advisory Council for Historic Preservation (ACHP) for comment.
- B. Members of the public, an organization, or tribe that disagree with the City's efforts to identify historic properties will bring their concerns to the SHPO who will meet with the City to resolve the dispute. If the parties cannot resolve the dispute, the City shall:
  - 1. Forward all documentation relevant to the dispute, including the City's proposed resolution, to the ACHP. The ACHP shall provide the City with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the City shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and the SHPO and provide them with a copy of this written response. The City will then proceed according to its final decision.
  - 2. If the ACHP does not provide its advice regarding the dispute within the thirty (30) daytime period, the City may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the City shall prepare a written response that takes into account any timely comments regarding the dispute from the SHPO and provide them and the ACHP with a copy of such written response.
  - 3. The City's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

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**VI. DURATION, AMENDMENT AND TERMINATION OF THIS MEMORANDUM**

- A. Duration: This MOU will become effective upon signature by the City and the SHPO and automatically terminate in three years after the date of the last signature unless it is extended by written agreement of the parties.
- B. Amendment: Amendments to this MOU may be requested of either party for consideration of inclusion in this MOU. No amendment or addendum to this MOU will go into effect without the signed concurrence of the City and the SHPO.
- C. Termination: This MOU may be terminated at any time by the City or the SHPO upon thirty (30) days written notice. If the MOU is terminated, the City will consult as per 36 CFR 800.3-7 for all projects described in this MOU.

**APPROVED:**

**CITY OF SPARKS**



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Neil C. Krutz, ICMA-CM  
City Manager

12/16/19

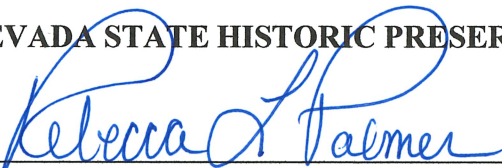
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Date

**APPROVED AS TO FORM:**



\_\_\_\_\_  
City Attorney

**NEVADA STATE HISTORIC PRESERVATION OFFICE**



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Rebecca L. Palmer, State Historic Preservation Officer

12/19/19

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Date